

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

Jeffrey W. Carpenter,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
<i>v.</i>	§	Civil Action No. 3:23-CV-00769-N
	§	
Twin City Fire Insurance Company,	§	
	§	
<i>Defendant.</i>	§	

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**FINAL JUDGMENT**

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This Court dismissed the remedies of punitive damages and injunctive relief [ECF No. 50]. This Court later granted summary judgment in favor of Plaintiff Jeffrey W. Carpenter on the only disputed element of the *Stowers* claim, which is the only cause of action involved in this case. [ECF No. 67]. For the reasons stated in its Order [ECF No. 67], and considering both the underlying state-court judgment [ECF No. 54, pp.5-12, PageID 3531-3538] (the “Prior Judgment”) and the Stipulation in which Defendant Twin City Fire Insurance Company admitted liability on all *Stowers* elements other than insurance coverage [ECF No. 54], IT IS ORDERED as follows:

1. Defendant Twin City Fire Insurance Company is now jointly and severally liable with Brian Potashnik, Southwest Housing Development Company, Inc., Southwest Housing Management Corporation, Inc. a/k/a and d/b/a Southwest Housing

Management Company, Inc., and Affordable Housing Construction, Inc., for payment of the Prior Judgment to Plaintiff Jeffrey W. Carpenter.

2. Specifically, Plaintiff Jeffrey W. Carpenter shall have and recover from Defendant Twin City Fire Insurance Company:

- a. \$928,020.76, which was the amount of actual damages in the Prior Judgment;
- b. prejudgment interest on that \$928,020.76 at the rate of 5.25% per annum simple interest from March 11, 2008 through December 16, 2018 [through the day before the date of the Prior Judgment];
- c. \$820,818.00, which was the amount of reasonable attorneys' fees in the Prior Judgment through December 16, 2018 [through the day before the date of the Prior Judgment];
- d. costs of court granted in the Prior Judgment;
- e. post-judgment interest on all the above amounts (a)-(d) at the rate of 5.25% per annum, compounded annually, from December 17, 2018 [the date of the Prior Judgment]
  - (1) through March 18, 2021, which is the day before the supersedeas bond amount of \$214,625.00 was paid on March 19, 2021;
  - (2) and continuing starting March 19, 2021 on the unpaid remainder after credit for the bond amount until the date the Prior Judgment is satisfied; and
- f. \$128,700.00, representing the amount of then-conditional reasonable appellate attorneys' fees granted in the Prior Judgment and that were since earned.

3. Plaintiff Jeffrey W. Carpenter shall also have and recover from Defendant Twin City Fire Insurance Company:

- a. costs of court for proceedings in this federal action; and

- b. post-judgment interest on all of the above-amounts 2(a)-(f), and 3(a), at the rate of 4.02%, compounded annually from the date of this final judgment until paid in full.

All relief not expressly granted is denied. This is a final judgment that disposes of all claims of all parties.

IT IS SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2025, by

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David C. Godbey  
Chief United States District Judge

Respectfully submitted by, but without intention of waiving any right to appeal dismissal of the remedies of punitive damages and injunctive relief,

*/s/ David L. Wiley*

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